BILL NO. S-87-01-27

SPECIAL ORDINANCE NO. S-25-87

AN ORDINANCE approving the Contract for Improvement Resolution for Sidewalks #6066-86, 1986 Bond Issue - Phase II, Liberty Street, between Miller & Associates and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract for Improvement Resolution for Sidwalks #6066-86, 1986 Bond Issue - Phase II, Liberty Street, by and between Miller & Associates and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, for:

> the construction of walks on both sides of Liberty Street from Coombs Street East to Canal Street. Also the addition of Paraplegic Ramps;

the Contract price is Seventeen Thousand Four Hundred Sixty-Seven and 88/100 Dollars ($17,467.88), all as more particularly set forth in said Contract, which is on file in the Office of the Board of Public Works and Safety and, is by reference incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and approved. Two (2) copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Samuel J. Talarico
Councilmember

APPROVED AS TO FORM
AND LEGALITY

Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Talarico seconded by Stier, and duly adopted, read the second time by title and referred to the Committee Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock ____.M.,E.S.T.

DATE: 1-27-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Talarico seconded by Eisbart, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	6			3	
BRADBURY				✓	
BURNS	✓				
EISBART	✓				
GiaQUINTA				2	
HENRY	✓				
REDD	✓				
SCHMIDT				✓	
STIER	✓				
TALARICO	✓				

DATE: 2-10-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) ~~(SPECIAL)~~ ~~(ZONING MAP)~~ ORDINANCE ~~(RESOLUTION)~~ NO. G-25-87 on the 10th day of February, 1987,

ATTEST:
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

(SEAL)
Thomas C. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of February, 1987, at the hour of 11:00 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 11th day of February, 1987, at the hour of 3:00 o'clock P.M.,E.S.T.

WIN MOSES, JR., MAYOR

INVITATION FOR BIDS/AWARD OF CONTRACT*

(Non-Federally Assisted Construction)

PROJECT: LIBERTY STREET — RESOLUTION # 6066-86

1986 BOND ISSUE

CONTENTS

Check if contained	Pages	
X	1	Cover Sheet
X	I1 - I9	Instruction to Bidders
X	S1	Schedule
X		Schedule of Items (Itemized Proposal)
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings
		Improvement Resolution
X		Notice to Bidders
X		

ATTACHMENTS

X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement 96-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Payment Bond
X		Warranty Bond
X		Barricade Information
X		Certification of Bidder/Vendor on Anti-Apartheid

Discount for prompt payment	10 Calendar Days	20 Calendar Days	30 Calendar Days	Other
	____ %	____ %	____ %	____ %

Acknowledgement of Amendments (See General Provisions Clause)	Amendment No.	Date	Amendment No.	Date

* * * * * * * * *

BID SUMITTED

Contractor Millard Associates

By Howard J. Miller

Its Owner

Offer Date 1-7-87

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance: J. Adams

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works and Safety

Award Date 1/14/87

City of Fort Wayne
Mayor

O.C. 12/84
B.O.W.. Non-Fed. *Note: Award will be made on this form

All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

(a) The Contractor's record of integrity.

(b) The Contractor's experience and past performance record in construction work.

(c) The Contractor's financial status.

(d) The Contractor's capability to perform the project.

(e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.

(f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.

(g) The bidders record in MBE/WBE compliance.

(h) Whether the bidder is engaged in litigation with the City of Fort Wayne.

In arriving at a determination of responsibility, The Board may institute a pre-award survey on any or all bidders. That pre-award survey may examine any of the considerations relating to a bidder's responsibility as set forth above. Bidders will cooperate with the pre-award survey team. Failure to cooperate can result in a finding of non-responsibility.

☐ 8. Prequalification - In addition to being timely, responsive,and responsible, a bidder must also be prequalified by the State Department of Highways in order to be awarded a Contract.

9. Bid Bond or Deposit. Each bid must be accompanied by a bond executed by the bidder and surety satisfactory to The Board, in a sum of FIVE percent (5 %) of the aggregate amount of the bid, but in no case less than $100.00; or the bidder may deposit with The Board in lieu of such bond, a certified check on a solvent bank in a sum of _____ percent (__%) of the aggregate bid or proposal, but in no case less than $100.00, which certified check shall be payable to the City of Fort Wayne. The bid bond or certified check shall serve as a guarantee that should the said bid be accepted by The Board, the bidder will, within ten (10) days after the time he is notified of the acceptance of the bid, enter into a contract with the City of Fort Wayne for the work bid upon and give bond with surety to be approved by The Board, insuring the faithful completion of the contract.

In case a bid is not accepted, the obligation of the said bond shall be null and void and the certified check will be returned to the bidder, as the case may be. In case a bid is accepted, and the bidder does not enter into a contract with the City of Fort Wayne for the work bid upon within ten (10) days after notification of award, then the obligation of the bond or the certified check shall be forfeited to the City of Fort Wayne for ascertained and/or liquidated damages for failure to enter into a contract. Provided that, the City's action in forfeiting the bond or retaining the certified check shall not preclude the City from taking any further action against the contractor to recover for all actual damage, the City has suffered.

10. Sworn Experience Questionnaire, Plan and Equipment Questionnaire and Contractor's Financial Statement. Each bidder will submit with and as part of its bid the following documents under oath and on forms prescribed by the State Board of Accounts, or shall have the following forms on file with The Board which shall not be less than one year old.

(a) Experience Questionnaire.
(b) Plan and Equipment Questionnaire, and
(c) Contractor's Financial Statement (Form 96-A) or Certificate in Lieu of Financial Statement.

11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

(a) Non-Collusion Affidavit
☐ (b) Prequalification Statement
(c)
(d)
(e)

12. Brand Name or Equal-Specified Materials. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.

Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must excercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeror is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

A. ____ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership _____%.

For WBE specify percentage of women ownership 50 %.

B. ____ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm N/A (cross out inapplicable provision) is a joint venture partner.

INSTRUCTIONS TO BIDDERS
Board of Public Works and Safety
City of Fort Wayne, Indiana

December 19th 1986
Non-Federally Funded Construction

1. Submission of Bids. Sealed bids will be received by the Board of Public Works and Safety of the City of Fort Wayne, in the State of Indiana, hereinafter "The Board" until 9:00 o'clock A.M. on the 7th day of January, 1987, at the Office of The Board in the City-County Building, at which time the bids will be publicly opened and read, for the following described work, as more fully set forth in the specifications:

LIBERTY STREET - RES. NO. 6066-86

To improve Liberty Street by replacing sidewalks (both sides)

2. Inclusion of Clauses - If a clause in the Invitation for Bids (IFB) has a box ☐ beside it, the clause applies to the IFB only if it contains a check mark (✓) or an "X". Any questions as to whether a clause is included or not should be referred to The Board.

3. Questions as to Bid Document. If a bidder finds discrepancies in, or omissions from, the bid document or has questions about the project, he should at once contact the City Engineers. If the information requested or change made is substantive, The Board will issue an amendment to the solicitation and will send such amendment to all potential bidders who have procured an Invitation for Bid (IFB). The Board and the City will not be responsible for any oral instructions.

4. Award of Contract (Timeliness, Responsiveness, Responsibility). A contract resulting from the Invitation for Bids will be awarded to the lowest and best timely bidder who is also responsive and responsible. If bids are otherwise equal, award will be made to that bidder granting the largest prompt payment discount.

5. Bid Requirements. All bids shall be endorsed with the title of the work, the name of the bidder, and the date of mailing or presentation. All bids shall be filed in the office of The Board on or before the day and hour set forth above and stated in the advertisement, and no bid received after that time will be accepted. The Board will not accept any late filing regardless of reason, including delays in the mail.

The MBE/WBE firm (cross out inapplicable provision) shall have N A % participation (employees) N-A % participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm N-A %. (cross out inapplicable provision)

C. The undersigned commits 10 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. West Acers Nursery	2923 Burmard	Seed & mulch
2. Oxedine Trucking	2310 Point West Dr	Trucking
3. Ardmore Asphalt	6600 Ardmore Ave	Asphalt

D. The undersigned commits 0 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1.		
2.		
3.		

E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: Being a small company we will be doing most of the work with our own employees

2. We have taken the following steps in an attempt to comply with these participation goals: We have committed as much of the work to outside companies as we can at this time we are open to all WBE + MBE companies (attach additional sheets as necessary)

Contractor Miller & Associates

By Howard J. Miller

Its Owner

Contractor _____

By _____

Its _____

14. Minority/Female Hourly Employment Requirements. The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17 % of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: N/A

2. My Company has taken the following steps in an attempt to comply with the 17% hourly utilization figure:

We will Comply.

(attach additional sheets if necessary)

Contractor Miller & Associates

By [signature]

Its Owner

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation ~~(will~~/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of _____, 19__, commencing at ___ o'clock __.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

SCHEDULE
Board of Public Works and Safety

The contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment, and power for the complete performance of the following project:

RES. NO. 6066-86 LIBERTY STREET

All work will be performed in accordance with: Resolution # 6066-86 the IFB, this contract and the applicable plans, specifications, and drawings for a **TOTAL PRICE of $-------**. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto).

The work shall be commenced within ten (10) days after The Board issues a written notice to proceed. All work shall be completed within 7/15/87 days after issuance of the notice to proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

[X] **Liquidated Damages Provision.** (This clause shall be applicable to this contract only if the box contains a checkmark or an "X".) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before 7/15/87 days after issuance of the notice to proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore provide for liquidated damages in the sum of $ 250.00 per day for each and every day after 7/15/87 days after issuance of the notice to proceed that the project remains uncompleted. The parties agree that the sum of $ 250.00 per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and Miller & Associates

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Howard T. Miller

Subscribed and sworn to before me by Howard T. Miller
this 7th day of JAN., 1987.

My Commission Expires:

March 11, 1989

Thelma J. Meier
Notary Public
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.

My Commission Expires:

_____

_____
Notary Public
Resident of _____ County, IN

Contract No.

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, HOWARD I. Miller (name), the _____

OWNER (position) of Miller & ASSOCIATES (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 1st day of APRIL, 1986, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said company as of the date hereof;

(2) That I am familiar with the books of said company showing its financial condition and am authorized to make this certificate on its behalf.

Dated: JANUARY 7-1987 Howard I. Miller (signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said County and State, this 7th day of JAN, 1989.

Thelma J. Meller

My commission expires:

MARCH 11, 1989

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Miller & Associates _____, does hereby make the following representations to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Miller & Associates _____, that Miller & Associates _____ does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 7th day of January, 19 97.

Miller & Associates
(Name of Bidder/Vendor)

Howard V. Miller Owner
(Name and Title of Person Signing)

17. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

18. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

☐ A. Payment Bond. In the amount of payment to be made under the contract.

☒ B. Warranty Bond. In the amount of the contract warrantying the contractor's performance of a period of three years after the date of the City's acceptance.

19. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

20. Method of Contract Award. The contract resulting from this IFB will be awarded:

☒ A. On an all or none basis.

☐ B. As follows: _____

_____

_____

_____

IMPROVEMENT RESOLUTION

FOR SIDEWALKS

NO.6066-86

1986 BOND ISSUE - PHASE II

RESOLVED BY THE BOARD OF PUBLIC WORKS AND SAFETY OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to construct Sidewalks on both sides of LIBERTY STREET from Coombs Street East to Canel Street. Also the addition of Paraplegic Ramps

all in accordance with the specifications on file in the office of the Department of Public Works and Safety of said City; and such improvement is now ordered.

It is hereby found by said Board of Public Works and Safety that all benefits accruing hereunder will be to the general public of the City of Fort Wayne and that no special benefits will accrue to any property owner adjoining said improvement or otherwise assessable under said improvement. The cost of said improvement shall be paid 100% by the City of Fort Wayne.

Adopted, this 17th day of December, 1986.

BOARD OF PUBLIC WORKS & SAFETY

[signature]

[signature]

L.D. Conrad

ATTEST: Helen D. Gochenour
Secretary and Clerk

version 1: 5/1/85

ITEMIZED PROPOSAL CONTRACTOR:

PROJ: LIBERTY ST. SIDEWALKS RES. NO: 6066-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)
1	CONCRETE REMOVAL	570	S.Y.	2.74	1,561.80
2	4" CONCRETE SIDEWALK	5050	S.F.	1.74	8,787.00
3	6" CONCRETE DRIVES	105	S.Y.	19.36	2,032.80
4	6" CONCRETE WINGWALKS & RAMPS	800	S.F.	2.24	1,792.00
5	B-BORROW TO ADJUST WALKS	80	TN.	12.52	1,001.60
6	TOP SOIL	26	TN.	8.00	208.00
7	SEED & MULCH & FERTILIZER	450	S.Y.	.75	337.50
8	TREE REMOVAL (30")	1	EA.	298.68	298.68
9	TREE REMOVAL (24")	3	EA.	293.75	293.75
10	TREE REMOVAL (12")	1	EA.	289.75	289.75
11	ADJUST CASTINGS TO GRADE	3	EA.	92.50	92.50

1/8/87 TOTAL: ~~16,695.38~~ 17,467.88

SHEET 1 OF 1

Note: Contractor will be paid on measured quantities only at unit price bid

BID TAB DATE: 1-7-87

PROJ: LIBERTY STREET (Sidewalks) RES. NO: 6066-86

ITEM NO.	ITEM	QUANTITY	UNIT	UNIT COST ($)	AMOUNT ($)	BIDDER: MILLER & ASSOCIATES UNIT COST ($)	AMOUNT ($)	BIDDER: HIPSKIND CONCRETE UNIT COST ($)	AMOUNT ($)	BIDDER: TOMCO CONST. CO. UNIT COST ($)	AMOUNT ($)	BIDDER: GAINES CONST. CO. UNIT COST ($)	AMOUNT ($)	BIDDER: RIETH-RILEY CONST. CO. UNIT COST ($)	AMOUNT ($)	BIDDER: M.A. GAINES CONST. UNIT COST ($)	AMOUNT ($)
1	CONCRETE REMOVAL	570	S.Y.	3.50	1995.00	2.74	1561.80	3.25	1852.50	3.10	1767.00	4.30	2451.00	4.75	2707.50	4.00	2280.00
2	4" CONCRETE SIDEWALK	5050	S.F.	1.85	9342.50	1.74	8787.00	1.85	9342.50	2.25	11362.50	2.12	10706.00	2.20	11110.00	2.25	11362.50
3	6" CONCRETE DRIVES	105	S.Y.	21.00	2205.00	19.36	2032.80	19.50	2047.50	22.00	2310.00	21.50	2257.50	21.00	2205.00	23.00	2415.00
4	6" CONCRETE WINGWALKS & RAMPS	800	S.F.	2.35	1880.00	2.24	1792.00	2.45	1960.00	2.40	1920.00	2.50	2000.00	2.50	2000.00	4.00	3200.00
5	B-BORROW TO ADJUST WALKS	80	TN.	8.50	680.00	12.52	1001.60	8.00	640.00	4.00	320.00	0.10	8.00	10.00	800.00	9.00	720.00
6	TOP SOIL	26	TN.	8.50	221.00	8.00	208.00	10.00	260.00	7.50	195.00	0.10	2.60	15.00	390.00	10.00	260.00
7	SEED & MULCH & FERTILIZER	450	S.Y.	1.00	450.00	0.75	337.50	1.25	562.50	0.60	270.00	2.50	1125.00	1.00	450.00	1.00	450.00
8	TREE REMOVAL (30")	1	EA.	275.00	275.00	298.68	298.68	425.00	425.00	225.00	225.00	350.00	350.00	300.00	300.00	300.00	300.00
9	TREE REMOVAL (24")	3	EA.	225.00	675.00	293.75	881.25	375.00	1125.00	175.00	525.00	300.00	900.00	200.00	600.00	275.00	825.00
10	TREE REMOVAL (12")	1	EA.	200.00	200.00	289.75	289.75	300.00	300.00	100.00	100.00	200.00	200.00	150.00	150.00	100.00	100.00
11	ADJUST CASTINGS TO GRADE	3	EA.	75.00	225.00	92.50	277.50	115.00	345.00	50.00	150.00	20.00	60.00	175.00	525.00	150.00	450.00
12																	
13																	
14																	
15																	
16																	
17																	
18																	
				TOTAL:	$18,148.50	TOTAL:	$17,467.88	TOTAL:	$18,860.00	TOTAL:	$19,144.50	TOTAL:	$20,060.10	TOTAL:	$21,237.50	TOTAL:	$22,362.50
						% over		0.00%	% over	3.77%	% over	5.20%	% over	9.53%	% over	14.55%	% over	18.84%
						% under		3.75%	% under	0.00%	% under	0.00%	% under	0.00%	% under	0.00%	% under	0.00%

1,702

Admn. Appr. _____

TITLE OF ORDINANCE Contract for Improvement Resolution for Walks, #6066-86, '86 Bond

DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety S-87-01-27

SYNOPSIS OF ORDINANCE The Contract for Improvement Resolution for Sidewalks, #6066-86, 1986 Bond Issue - Phase II, is for the construction of walks on both sides of Liberty Street from Coombs Street East to Canal Street. Also the addition of Paraplegic Ramps. Miller & Associates is the Contractor.

EFFECT OF PASSAGE Improved walks and paraplegic ramps at above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $17,467.88

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-01-27

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS REFERRED AN (ORDINANCE) ~~(RESOLUTION)~~ approving the Contract for Improvement Resolution for Sidewalks #6066-86, 1986 Bond Issue - Phase II, Liberty Street, between Miller & Associates and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) ~~(RESOLUTION)~~ UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) ~~(RESOLUTION)~~

YES		NO
Samuel J. Talarico	SAMUEL J. TALARICO CHAIRMAN	
	JANET G. BRADBURY VICE CHAIRPERSON	
	PAUL M. BURNS	
	JAMES S. STIER	
Charles B. Redd	CHARLES B. REDD	

CONCURRED IN 2-10-87.

SANDRA E. KENNEDY
CITY CLERK